

ORIGINAL

C12-1016

RAJ

:Michael-Guy: of the MALLONEE, Estate, Living Man.
Sole Equitable Holder of the legal Trust Estate by Birth Right.

:Mark-Edward: Hill, Duly Authorize Administrator.
of the legal Trust Estate. Private Minister of Justice.

Original jurisdiction Non-assumpsit/TDC:

23605 7th Avenue West, Bothell, Washington

DMM Reg. Sec.122.32; Public Law 91-375, Sec.403

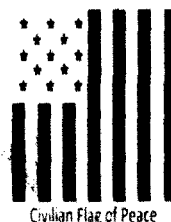
(425) 761-3560, De Jure American National's of Israel

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JUN 12 2012 RE

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
DEPUTY



Civilian Flag of Peace

UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

:Michael-Guy: of the MALLONEE Estate,
Living Man. And :Mark-Edward:., Duly
Authorize Administrator for MALLONEE
Trust Estate. Not Pro Se
De Jure Americans.

vs

Petitioners

Yvonne J. Wheeler and Rosalyn Hall
*and/or her successor, individually, and in
her official capacity as A.V.P. For CAL-
WESTERN RECONVEYANCE
CORPORATION OF WASHINGTON
and AURORA LOAN SERVICES, LLC,
and James K. Miersma, Janaya L. Carter,
Lauren Davidson Humphrey s, Valerie I
Holder, and/or her successor, individually,
and in their official capacity in ROUTH
CRABTREE OLSEN, P.S. and U.S. BANK
NATIONAL ASS, R.K ARNOLD, VILMA
CASTRO, MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS INC, and
SNOHOMISH COUNTY SHERIFF
OFFICE, JOHN LOVICK, DEPUTY
MURPHY #1439 and COLDWELL
BANKER BAIN, BARRY THARP and
STATE OF WASHINGTON & Subsidiarity
Agency's & Alleged, Grantor's, Grantees &
Beneficiary's 1-100. ALL an ens legis
being used to conceal fraud,*

Respondents

Admiralty Case No. _____
(Original Estate-Article III; Constitution)

Libel of Review

- common law counterclaim in admiralty -
- notice lis pendens and -
- verified statement of right -

Re: Mortgage is Ultra Vires, false claim in
assumpsit to rights in the original estate-
Article III; Constitution, Memorandum
within. Attached Interrogatory's.

Pursuant to Supplemental Rule B (2)
Supplemental Rule A (3) (b) and Rule C (6)
(i) (A)(iv). Rule F (5) (6) failure to respond
or state a claim or interest of injury In Fact
for property and Estate, located 23605 7th
Avenue West, Bothell, Washington, Parcel
No.003770-000-001-00 within time
pursuant to rules.

No Magistrates. No one may handle this
case but an Article III judge The nature of
this cause is Injunctive relief, albeit
preemptive. Title 28 U.S.C. §636(b)(1)(A).

Exhibits

A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P,Q,R.

CERTIFICATE OF SERVICE.



SEA 049676 / Summons Iss

Comes now Petitioners of the MALLONEE Estate family Trust speaking for his family and estate, :Michael-Guy: Living Man. And :Mark-Edward:, Duly Authorize Administrator for MALLONEE Trust Estate. We are regenerate men in the faith of Yahoshua H'Mashiach **יְהוֹשֻׁעַ הַמָּשִׁיחַ** and making a special visitation by absolute ministerial right to the district court, "restricted appearance" under Rule E (8). Municipal agent's and their co-conspirators Respondents has been making false claims, Creating fraudulent assignments and UN-perfected liens, faults Debt and fraudulent transfers of trustees deed, and other public records herein and violating their oath of office, and illegal theft and conversion of real property Herein. And this counterclaim and notice lis pendens are now in the "exclusive original cognizance" of the United States through the district court - see the First Judiciary Act of September 24, 1789, Chapter 20, page 77.

Jurisdiction:

- 1) **In international law** and according to the law of the land, agents of a foreign principal are required to file any pretended claim in the appropriate district court prior to exercising rights to that claim. The district courts have "exclusive original cognizance" of all inland seizures and this includes vessels in rem (Rule C (3)) such as trust organizations and legal last names (:Michael-Guy:MALLONEE, :Mark-Edward:HILL, Petitioners, Respondents, *Etc*).
- 2) "...the United States, ... within their respective districts, as well as upon the high seas; (a) saving to suitors, in all cases, the right of a common law remedy, where the common law is

יְהוֹשֻׁעַ הַמָּשִׁיחַ Yehoshua H'Natzrith V'Molech H'Hadiim – *Jesus Christ King of the Jews*. Hebrew acronym YHVH the Name of God.

competent to give it; and shall also have exclusive original cognizance of all seizures on land,..." *The First Judiciary Act*; September 24, 1789; Chapter 20, page 77. *The Constitution of the United States of America*, Revised and Annotated - Analysis and Interpretation - 1982; Article III, §2, Cl. 1 ***Diversity of Citizenship***, U.S. Government Printing Office document 99-16, p. 741.

3) This fact of protocol - filing a claim in district court according to international law - is beyond dispute and extends into antiquity: "Meanwhile those who seized wreck ashore without a grant from the Crown did so at their peril." *Select Pleas in the Court of Admiralty*, Volume II, A.D. 1547-1602; Introduction - Prohibitions, *Note as to the early Law of Wreck*, Selden Society, p. xl, 1897. Even the IRS recognizes the protocol:

4) **"Place for filing notice; form.** Place for filing. The notice referred to in subsection (a) shall be filed -- with the clerk of the district court. In the office of the clerk of the United States district court for the judicial district in which the property subject to the lien is situated..." Title 26 U.S.C. §6323.

5) Respondents, acting as "City METRO officers – Janaya L. Carter, Lauren Davidson Humphrey s, Valerie I. Holder, *and/or her successor, individually, and in their official capacity in* ROUTH CRABTREE OLSEN, officers of the Court for STATE OF WASHINGTON and its BAR, acting as prosecutors aiding and abetting the fraud herein and James K. Miersma, and SNOHOMISH COUNTY SHERIFF OFFICE, JOHN LOVICK, DEPUTY MURPHY #1439 using documents for eviction without a court order or writ of eviction, and R.K ARNOLD, and VILMA CASTRO, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC, nominee to cover up the fraudulent record by destroying notes and separating assignments and notes,

creating a faults chains of title. And their instrumentality's operating under the 1933 bankruptcy, fraudulent Grantor CAL-WESTERN RECONVEYANCE CORPORATION OF WASHINGTON.

6) And fraudulent Grantee, AURORA LOAN SERVICES, LLC, and U.S. BANK NATIONAL ASSOCIATION, TRUSTEE, HOME EQUITY LOAN PASS-THROUGH TRUST CERTIFICATES SERIES 2007-HSA2 and their agents Yvonne J. Wheeler and Rosalyn Hall Robo signers notary for STATE OF CALIFORNIA, and MERS and agents assigned to the sale and cover up the fraud COLDWELL BANKER BAIN, BARRY THARP and any other know or unknown grantors or grantees or alleged beneficiary's all are agents of a foreign principal, a "foreign state" defined at Title 28 of the United States Codes §1603, and Title 22 U.S.C. §611 the **Division of enforcement** for the **Department of revenue** and the STATE OF WASHINGTON, **Department of revenue** and de facto corporation and banks and mortgage company's, Respondents are instrumentality's of the UNITED STATES under principal State Governor in convention with METRO organization a.k.a. *Public Administrative Services Headquarters* (PASHQ - signed for example by Edwin C. Johnson by John T. Bartlett; *The Public Papers and Addresses of Franklin D. Roosevelt, The Year of Crisis 1933* Random House p. 21.)

7) The *Department's of Revenue* and Respondents are instrumentality's of the UNITED STATES of course being the execution of bankruptcy proceedings against the citizens of the United States since 1933 currently formed "International Monetary Fund" and "World Bank" etc. - the State, City METRO municipal and police powers under United Nations charter law - protected by the same alleged positive law jural society (international treaty) exemptions home Common law counterclaim in Admiralty. 4 of 39

rule, the "**Transfer of government.**")

8) The district court for the Western District of Washington has acquired exclusive original cognizance of this counterclaim for the United States because this is a federal question - a Constitutional matter involving a man on the land and a citizen of the spiritual commonwealth of Israel, or Nation of Israel complaining about theft and kidnap and illegal conversion of property - Title 18 U.S.C. §§ 661 and 1201 respectively and irregular extradition from Petitioner's asylum state/national into the United States custody, treason - Constitution, Article III §3 and Title 18 U.S.C. §2381 by an agent of a foreign principal, creating diversity of citizenship - Title 28 U.S.C. §§1331 and 1333 respectively.

9) The presentments (notification) are arbitrary and capricious clearly implying that if Petitioner fails to comply with the suggested terms there will be "law enforcement" actions by way of inland seizure. Speaking historically, the districts, formed in 1790 for handling the financial obligations of the United States could not come into existence until after formal expression of remedy in the 'saving to suitors' clause (1789) quoted above and codified at Title 28 U.S.C. §1333. The law is paraphrased in the Internal Revenue Codes:

10) "Form. The form and content of the notice referred to in subsection (a) shall be prescribed by the Secretary. Such notice **shall be valid notwithstanding any other provision of law** regarding the form or content of a notice of lien." Title 26 U.S.C. §6323(F)(3). *emphasis added* The only excuse for the discretionary authority granted administrative agencies is the judicial oversight demonstrated in this invocation of an Article III court.

11) The petitioners specific detailed description and verified complaint are truthful acts under oath and presents the following *Prima facie* evidence as certified public records of the Common law counterclaim in Admiralty. 5 of 39

following events filed in the Snohomish County Recorders office: see attached exhibits

Refused for fraudulent Cause Herein, Statements of truth the Mortgage is Ultra Vires, void from its inception for violations of FIRST MAGNUS FINANCIAL CORPORATIONS charter and fraudulent Robo acts of All listed Respondents, (1) Snohomish County Recorders document Instrument Numbers 200612080744 dated 12/08/2006 DEED OF TRUST Grantor MALLONEE MICHAEL, Grantee FIRST MAGNUS FINANCIAL CORPORATION, Lot 1 ALL VIEW HEIGHTS 300377000000100. (whom filed bankruptcy August 21, 2007, and closed its doors November 23, 2007 and Mortgage-Backed Trusts, Closed Before 2008, using mortgage assignments signed in 09/14/2011 transferring to U.S. BANK NATIONAL ASSOCIATION, TRUSTEE, HOME EQUITY LOAN PASS-THOUGH TRUST CERTIFICATES SERIES 2007-HSA2 herein, see Exhibit G.

12) (2) Snohomish County Recorders document Instrument Numbers 200612080745 dated 12/08/2006 DEED OF TRUST Grantor MALLONEE MICHAEL, Grantee FIRST MAGNUS FINANCIAL CORPORATION, Lot 1 ALL VIEW HEIGHTS 300377000000100.

13) (3) Snohomish County Recorders document Instrument Numbers 201005210515 dated 05/21/2010, ASSIGNMENT OF DEED OF TRUST Grantor MALLONEE MICHAEL, Grantee AURORA LOAN SERVICES, NO LEGAL DISCRIPTION OF Lot 1 ALL VIEW HEIGHTS 300377000000100.

14) (4) Snohomish County Recorders document Instrument Numbers 201006150378 dated 06/15/2010, NOTICE OF TRUTESS SALE Grantor CAL-WESTERN RECONVEYANCE CORPORATION OF WASHINGTON, Grantee MALLONEE MICHAEL, Lot 1 ALL VIEW HEIGHTS 300377000000100.

15) (5) Snohomish County Recorders document Instrument Numbers 201102040036 dated 02/04/2011, DEEDS (EXCEPT QCDS) Grantor MALLONEE MICHAEL, Grantee AURORA LOAN SERVICES Lot 1 ALL VIEW HEIGHTS 300377000000100.

16) On 09/23/2011 8:57 am Snohomish County Recorders document Instrument Number 201109230086, by Vilma Castro (Robo Signer) vice president for MERS, and employee of Nationwide Title Clearing, Pinellas County Florida, the document CORPORATE ASSIGNMENT OF DEED OF TRUST was sold to U.S. BANK NATIONAL ASSOCIATION, TRUSTEE, HOME EQUITY LOAN PASS-THROUGH TRUST CERTIFICATES SERIES 2007-HSA2. Any apparent sale based on Robo Signed documents is void – without any legal effect – like Monopoly Money, In turn, the law requires that the beneficiary execute and notarize and record a substitution for a valid substitution of trustee to take effect. Thus, if the assignment of deed of trust or mortgage's is robo-signed, the sale is void. If the substitution of trustee is robo-signed, the sale is void. If the Notice of Default is Robo-Signed, the sale is void.

17) These documents herein are not recordable without good notarization. The reason these documents are notarized in the first place is because otherwise they will not be accepted by the County recorder. Moreover, a notary who helps commit real estate fraud is liable. Once the document is recorded, however, it is entitled to a “presumption of validity”, which is what spurned the falsification trend in the first place. Therefore, the notarization of a false signature not only constitutes fraud, but is every bit intended as part of a larger conspiracy to commit fraud on the court specifically Respondents James K. Miersma, in his roll in US bankruptcy court for respondent AURORA LOAN SERVICES, Janaya L. Carter, Lauren Davidson Humphrey s, Valerie I Holder, creating faults claims of abandonment for petitioners property.

18) The documents are intended for court proceedings. A necessary purpose for these documents, AFTER the non judicial foreclosure, is the eviction of the rightful owners afterwards. While the foreclosures are non-judicial, evictions afterwards still are conducted in court, although the process moves quickly and is mostly a “rubber stamping” by sceptical judges. However, as demonstrated below, once these documents make it into court, the bank officers and lawyers become guilty of FELONIES: specifically Respondents SNOHOMISH COUNTY SHERIFF OFFICE, JOHN LOVICK, DEPUTY MURPHY #1439 using documents for eviction without a court order or writ of eviction and COLDWELL BANKER BAIN, BARRY THARP whom is using faults claims to gain illegal access to a sale of said property, whom broke in the residence changed the locks without a court order.

19) The Doctrine of Unclean Hands provides: Respondents misconduct in the matter before the court makes their hands “unclean” and they may not hold with them the pristine remedy of injunctive relief. The unclean hands rule requires that the Respondents not cheat, and behave fairly. The Respondents must come into court with clean hands, and keep them clean, or he or she will be denied relief, regardless of the merits of the claim. Whether the doctrine applies is a question of fact.

20) Petitioners have proven the exhibits listed herein are Robo assignments By Yvonne J. Wheeler and Rosalyn Hall, petitioners have provided oaths of office of signature of the respondents, Yvonne J. Wheeler and Rosalyn Hall, that are inconsistent and don't match, other evidence from other states and documents with the signatures of Yvonne J. Wheeler and Rosalyn Hall, interrogatory's for the respondents MUST answer admit or denial for discovery each respondent will be provided a specific questions and answer per each document of their

participant therein subpoenas for the production for documents as well notary hand book, Supplemental Rule B (3)(a).

21) The Respondent State of Washington Department of Revenue Snohomish County Recorders document Instrument Numbers 201008207054 dated 08/20/2010, is refused for fraudulent cause and null and void, any document in relation to this sale is terminated.

22) No **ENTITY** can be a **CREDITOR** if they don't hold the asset in question, [i.e.: the NOTE and/or the property]; and **Mortgage Pass-through Trusts**, [i.e. R.E.M.I.C., as defined in TITLE 26, Subtitle A, CHAPTER 1, Subchapter M, PART II, §§ 850-862] cannot hold assets; for if they do, their tax exempt status is violated and the Trust itself is void ab initio Respondents do not have and excuse, ignorance of the law is no excuse.

23) The Trust pursuant to the Uniform Commercial Code the Trust has failed to present evidence of holder in due course of the mortgage. The Trust knows that MERS is nothing more than an entity to electronically track mortgages and that it is not a beneficiary; agent, mortgagee, Etc., moreover resting squarely as a solely a nominee. (a) The Trust is barred by ULTRA VIRES, (b) The Trust is barred by Estoppels (c) The Trust is barred by Assumption of Risk. (d) The Trust is barred pursuant to Unclean Hands. Petitioners, reserves the right to amend and/or add additional Objections, Answers, Defences and/or Counterclaims at a later date.

24) R.K ARNOLD, VILMA CASTRO, VP for MERS is a conflict of interest and they are NOT going to be knowledgeable about the business records of the institutional custodian of the originator. Moreover, a contract perjurer/ robo signer, such as those previously employed by MERS is NEVER going to have any real knowledge of the business from other chains in title.

25) "Pursuant to **paragraph 22** of the mortgage, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument ***. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by Judicial proceeding and sale of the Property." LaSalle Bank, N. A. v. Kelly, No. 09CA0067-M, 2010 Ohio 2668; 2010 Ohio App. LEXIS 2211 (Oh. App. 9th Dist. 2010).

26) *malum in se* act of using "*legalese*" in a document to unlawfully convert real property is defined in law as "theft through unlawful conversion." Respondents cannot now use said documents to convert said property without said documents being used as prima facie evidence of Respondents' felonious act. This court cannot use evidence of a felonious act to assist a criminal in furtherance of a felonious act.

27) Petitioners state we hereby questions the authenticity of ALL dates and/or ALL signatures by ALL parties on ALL documents, including without limitations, notarized documents, "contracts", "deeds", "titles", affidavits, and/or the like, including without limitations the dates and/or signatures by notary public, officers, employees, and any and ALL parties attesting to any and ALL claims, facts, accounting, transfers, recordings, publications, and/or the like, etc.

28) Petitioners state We question the jurisdiction of any and ALL non-judicial and judicial proceedings known only to Respondents as an administrative procedure fraudulently based on an invalid and unenforceable confession of judgement presumption in the mortgage documents.

Once jurisdiction is questioned and not proven, the court MUST dismiss the action. Petitioners hereby questions the jurisdiction of any and all non-judicial proceedings instigated by Respondents unlawful attempt to confiscate Petitioners real property.

29) Petitioners state there was never jurisdiction to do a non judicial foreclosure, A party waives all defences and objections which that party does not present either by motion as herein before provided, or, if that party has made no motion, **in that party's answer or reply, except;** (3) Whenever it appears by suggestion of the parties or otherwise that the court lacks jurisdiction of the subject matter, the court shall dismiss the action. *See: McCorkle v. First Pennsylvania Banking and Trust Co. (4th Cir. 1972) 459 F.2d 243, 244.* "At any stage of a litigation, including the appellate, subject matter jurisdiction may be questioned. By failing to do so, the parties cannot confer jurisdiction by consent. If the court perceives the defect, **it is obligated to raise the issue sua sponte.**"

30) This requirement has not been abrogated nor does it exclude non-judicial proceedings. The non-judicial foreclosure procedure requires jurisdiction as does any matter, judicial, administrative or otherwise. Respondents has attempted to circumvent jurisdiction requirements by falsely claiming Respondents has met for the court the requisite elements of jurisdiction, primarily that Respondents are the Real Party in Interest.

31) The non-judicial foreclosure is A "void" judgement, as we all know, grounds no rights, forms no defence to actions taken thereunder, and is vulnerable to any manner of collateral attack (thus here, by). **No statute of limitations** or repose runs on its holdings, the matters thought to be settled thereby are not res judicata, and years later, when the memories may have grown dim and rights long been regarded as vested, any disgruntled litigant may reopen old

wound and once more probe its depths. And it is then as though trial and adjudication had never been. *Fritts v. Krugh*, Supreme Court of Michigan, 92 N.W.2d 604, 354 Mich. 97 (10/13/58).

32) On certiorari this Court may not review questions of fact. *Brown v. Blanchard*, 39 Mich. 790. It is not at liberty to determine disputed facts (*Hyde v. Nelson*, 11 Mich 353), nor to review the weight of the evidence. *Linn v. Roberts*, 5 Mich 443; *Lunch v. People*, 16 Mich 472. Certiorari is an appropriate remedy to get rid of a void judgement, one which there is no evidence to sustain. *Lake Shore & Michigan Southern Railway Co. v. Hunt*, 39 Mich 469.

33) Respondents MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC, on the assignment of mortgage, is not only a conflict of interest it is in fact a Robo Assignment and MERS by law is dead the. Many foreclosures have been thrown into question because of flawed documentation such as inaccurate affidavits describing a mortgage's history. But three recent court cases point to another type of flaw in foreclosure filings that could place thousands more cases in doubt: false attorney signatures on court documents. Some foreclosure law firms have a room full of clerks signing attorneys' names to foreclosure documents.

34) United States Bankruptcy Judge Robert Grossman has ruled that MERS's business practices are unlawful. He explicitly acknowledged that this ruling sets a precedent that has far-reaching implications for half of the mortgages in this country. MERS is dead. The banks are in big trouble. And all foreclosures should be stopped immediately while the legislative branch comes up with a solution.

35) MERS is perpetrating foreclosure fraud all across the nation. Its business model makes it impossible to legally foreclose on any mortgaged property registered within its system -- which includes half of the outstanding mortgages in the US. MERS was a fraud from day one, whose

purpose was to evade property recording fees and to subvert five centuries of property law.

36) Wall Street wanted to transform America's housing sector into the world's biggest casino and needed to undermine property rights to make it easier to run the scam. The payoffs were bigger for lenders who could induce homeowners to take mortgages they could not possibly afford. The mortgages were packaged into securities sold-on to patsy investors who were defrauded by the "reps and warranties" falsely certifying the securities as backed by top grade loans. In fact the securities were not backed by mortgages, and in any case the mortgages were sure to go bad. Given that homeowners would default, the Wall Street banks that serviced the mortgages needed a foreclosure steamroller to quickly and cheaply throw families out of the homes so that they could be resold to serve as purported collateral for yet more gambling bets. MERS -- the industry's creation -- stepped up to the plate to facilitate the fraud. The judge has ruled that its practices are illegal.

37) Here's MERS's business model in brief. Real estate property sales and mortgages are supposed to be recorded in local recording offices, with fees paid. With the rise of securitization, each mortgage might be sold a dozen times before it came to rest as the collateral behind a mortgage backed security (MBS), and each of those sales would need to be recorded. MERS was created to bypass public recording; it would be listed in the county records as the "mortgagee of record" and the "nominee" of the holder of mortgage. Members of MERS could then transfer the mortgage from one to another without all the trouble of changing the local records, simply by (voluntarily) recording transactions on MERS's registry.

38) A mortgage has two parts, the "note" and the "security" (not to be confused with the MBS) or "deed of trust" that is usually just called the "mortgage". The idea behind MERS was

that the "note" would be transferred from seller to purchaser, but the "mortgage" would be held by MERS. In fact, MERS recommended that the "note" be held by the mortgage servicer to facilitate foreclosures, but in practice it seems that the notes were often lost or destroyed (which is why all those Burger King Kids were hired to Robo-sign "lost note affidavits").

39) At each transfer, the note and mortgage are supposed to be "assigned" to the new owner; MERS claimed that because it was the "mortgagee of record" and the "nominee" of both parties to every transaction, there was no need to assign the "mortgage" until foreclosure. And it argued that since the old adage is that the "mortgage follows the note" and that both parties intended to assign the notes (even if they did not get around to doing it), then the Bankruptcy Court should rule that the assignments did take place in some sort of "virtual reality" so that there is a clear chain of title that allows the servicers to foreclose.

40) The Judge rejected every aspect of MERS's argument. The Court rejected the claim that MERS could be both holder of the mortgage as well as nominee of the "true" owner. It also found that "mortgagee of record" is a vague term that does not give one legal standing as mortgagee. Hence, at best, MERS is only a nominee. It rejected MERS's claim that as nominee it can assign notes or mortgages -- a nominee has limited rights and those most certainly do not include the right to transfer ownership unless there is specific written instruction to do so. In scarcely veiled anger, the Judge wrote:

41) "According to MERS, the principal/agent relationship among itself and its members is created by the MERS rules of membership and terms and conditions, as well as the Mortgage itself. However, none of the documents expressly creates an agency relationship or even mentions the word "agency." MERS would have this Court cobble together the documents and

draw inferences from the words contained in those documents."

42) Judge Grossman rejected MERS's arguments, saying that mere membership in MERS does not provide "agency" rights to MERS, and agreeing with the Supreme Court of Kansas that ruled "The parties appear to have defined the word [nominee] in much the same way that the blind men of Indian legend described an elephant -- their description depended on which part they were touching at any given time."

43) He went on to disparage MERS's claim that since in legal theory the "mortgage follows the note", the Court should overlook the fact that MERS separated them. He stopped just short of saying that by separating them, MERS has irretrievably destroyed the clear chain of title, although he hinted that a future ruling could come to that conclusion: "MERS argues that notes and mortgages processed through the MERS System are never "separated" because beneficial ownership of the notes and mortgages are always held by the same entity.

44) The Court will not address that issue in this Decision, but leaves open the issue as to whether mortgages processed through the MERS system are properly perfected and valid liens. See *Carpenter v. Longan*, 83 U.S. at 274 (finding that an assignment of the mortgage without the note is a nullity); *Landmark Nat'l Bank v. Kesler*, 216 P.3d 158, 166-67 (Kan. 2009) ("[I]n the event that a mortgage loan somehow separates interests of the note and the deed of trust, with the deed of trust lying with some independent entity, the mortgage may become unenforceable")."

45) That would mean not only the end of MERS, but also the end of the banks holding unenforceable mortgages because they were not, and cannot be, "perfected". MERS and the banks screwed up big time, and there is no "do over" -- there is no valid lien on the property, so

Petitioners have got their home free and clear by the confession of the Robo assignment there is no valid lien chain of title is broken therefor respondents do not have standing and are not a real party in interest with out a valid lien. there have been numerous court rulings against MERS -- including decisions made by state supreme courts. What is significant about the US Bankruptcy Court of New York's ruling is that the judge specifically set out to examine the legality of MERS's business model.

46) As the judge argued in the decision, "The Court believes this analysis is necessary for the precedent effect it will have on other cases pending before this Court". In the scathing opinion, Judge Grossman variously labelled MERS's positions as "stunningly inconsistent" with the facts, "absurd, at best", and "not supported by the law". The ruling is a complete repudiation of every argument MERS has made about the legality of its procedures. What is particularly ironic is that MERS actually forced the judge to undertake the examination of its business model.

47) The case before the judge involved a foreclosed homeowner who had already lost in state court. The homeowner then approached the US Bankruptcy Court to argue that the foreclosing bank did not have legal standing because of MERS's business practices. However, by the "Rooker-Feldman" doctrine (or res judicata), the US Bankruptcy Court is prohibited from "looking behind" the state court's decision to determine the issue of legal standing. Hence, Judge Grossman ruled in the bank's favour on that particular issue.

48) MERS's high priced lawyers wanted to push the issue and asked for the Judge to rule in favour of MERS's practices, too. So while MERS won the little battle over one foreclosed home, it lost the war against the nation's homeowners. The Judge ruled against MERS on every

single issue of importance. And it was MERS's stupid arrogance that brought it down.

49) Judge Grossman has driven the final stake through its black heart. The half of America's homeowners whose mortgages are registered at MERS have been handed a "get out of jail free" card. Wall Street has no right to foreclose on their property. the tide has turned. It won't be easy, but homeowners in those states with judicial foreclosures now have Judge Grossman on their side. Those in the other states (just over half) will have a tougher time because they can lose their home before they ever get to court. But the law is still on their side -- foreclosure by **members of MERS is theft** .

50) The notes were separated from the mortgages -- making them null and void. In any case, they are not at the Trusts. This means the MBSs are not backed by mortgages, meaning the MBSs are unsecured debt. MERS's business model ensures that. So, again, the banks must take back the fraudulent securities -- paying off the investors.

51) 60 million mortgages, each sold ten times, means 600 million transactions and assignments that have to be forged. MERS's documentation was notoriously sloppy, relying on voluntary recording by members.

52) "A national bank has no power to lend its credit to any person or corporation . . . Bowen v. Needles Nat. Bank, 94 F 925 36 CCA 553, certiorari denied in 20 S.Ct 1024, 176 US 682, 44 LED 637.

53) "The doctrine of ultra vires is a most powerful weapon to keep private corporations within their legitimate spheres and to punish them for violations of their corporate charters. Zinc Carbonate Co. v. First National Bank, 103 Wis 125, 79 NW 229. American Express Co. v. Citizens State Bank, 194 NW 430.

54) "A bank may not lend its credit to another even though such a transaction turns out to have been of benefit to the bank, and in support of this a list of cases might be cited, which would *look like a catalogue of ships*." [Emphasis added] Norton Grocery Co. v. Peoples Nat. Bank, 144 SE 505. 151 Va 195.

55) "checks, drafts, money orders, and bank notes are not lawful money of the United States ..." State v. Neilon, 73 Pac 324, 43 Ore 168.

56) "Neither, as included in its powers not incidental to them, is it a part of a bank's business to lend its credit. If a bank could lend its credit as well as its money, it might, if it received compensation and was careful to put its name only to solid paper, make a great deal more than any lawful interest on its money would amount to. If not careful, the power would be the mother of panics, . Indeed, lending credit is the exact opposite of lending money, which is the real business of a bank, for while the latter creates a liability in favour of the bank, the former gives rise to a liability of the bank to another. *I Morse. Banks and Banking* 5th Ed. Sec 65; *Magee, Banks and Banking*, 3rd Ed. Sec 248." American Express Co. v. Citizens State Bank, 194 NW 429. See Exhibit R, Petitioners Truth and lending statement where they tell the truth in box 3 the petitioners where loaned Credit, more than likely there own.

57) Petitioners never received a loan "A loan may be defined as the delivery by one party to, and the receipt by another party of, a sum of money upon an agreement, express or implied, to repay the sum with or without interest." *Parsons v. Fox* 179 Ga 605, 176 SE 644. Also see Kirkland v. Bailey, 155 SE 2d 701 and United States v. Neifert White Co., 247 Fed Supp 878, 879."A promise to pay cannot, by argument, however ingenious, be made the equivalent of actual payment ..." Christensen v. Beebe, 91 P 133, 32 Utah 406. "A bank is not the holder in

due course upon merely crediting the depositors account.” Bankers Trust v. Nagler, 229 NYS 2d 142, 143.

58) “Any false representation of material facts made with knowledge of falsity and with intent that it shall be acted on by another in entering into contract, and which is so acted upon, constitutes 'fraud,' and entitles party deceived to avoid contract or recover damages.” Barnsdall Refining Corn. v. Birnam Wood Oil Co., 92 F 26 817.

59) “If any part of the consideration for a promise be illegal, or if there are several considerations for an unseverable promise one of which is illegal, the promise, whether written or oral, is wholly void, as it is impossible to say what part or which one of the considerations induced the promise.” Menominee River Co. v. Augustus Spies L & C Co., 147 Wis 559. 572; 132 NW 1122. “The contract is void if it is only in part connected with the illegal transaction and the promise single or entire.” Guardian Agency v. Guardian Mut. Savings Bank, 227 Wis 550, 279 NW 83.

60) “It is not necessary for rescission of a contract that the party making the misrepresentation should have known that it was false, but recovery is allowed even though misrepresentation is innocently made, because it would be unjust to allow one who made false representations, even innocently, to retain the fruits of a bargain induced by such representations.” Whipp v. Iverson, 43 Wis 2d 166. “Each Federal Reserve bank is a separate corporation owned by commercial banks in its region ...” Lewis v. United States, 680 F 20 1239 (1982).

61) A perfect obligation is one recognized and sanctioned by positive law; one of which the fulfilment can be enforced by the aid of the law. But if the duty created by the obligation

operates only on the moral sense, without being enforced by any positive law, it is called an "imperfect obligation," and creates no right of action, nor has it any legal operation. The duty of exercising gratitude, charity, and the other merely moral duties are examples of this kind of obligation. Edwards v. Keaney, 96 U.S. 595, 600, 24 L.Ed. 793.

62) "When a contract is once declared ultra vires, the fact that it is executed · does not validate it, nor can it be ratified, so as to make it the basis of suitor action, nor does the doctrine of estoppel apply." F&PR v. Richmond, 133 SE 898; 151 Va 195."A national bank ... cannot lend its credit to another by becoming surety, endorser, or guarantor for him, such an act ; is ultra vires . . ." Merchants' Bank v. Baird 160 F 642.

63) The Respondents does not lend their money, only their credit in the amount of the loan (paper accounting). Hence no prima facie injury exists to either the depositors or the bank upon the mere proof that payments cease. Injury is based upon the payments made as to the credit line.the only legal obligation is based upon the moral issue, which under the law is an Imperfect Obligation, to return to them their property, which isn't wealth, but credit.



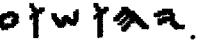
64) A Promissory Note is signed under "economic compulsion" when, the "loan" will not be consummated unless and until the borrower signs it. Thus, performing the act of signing a Promissory Note cannot be considered voluntary. The discharging of the credit is based upon social, economic, and moral standards to make the bank whole, if injury is claimed, in any court action where default on the Promissory Note is on record and where the bank fails to verify an injury, the bank cannot enforce a promise to pay consideration where they provided no consideration. For the bank to be able to force upon the defendant an amount over and above the credit, is to force upon the defendants a debt that goes to the control of their labor

against their will. This condition would be Peonage, which has been abolished in this country. (42 U.S.C. § 1994, and 18 U.S.C. §1581.)The question then arises as to when is the obligation discharged, to put the bank in a position, where there is no record of injury to it?

65) Due process is violated when the court makes judgement in favour of the bank upon the mere proof that the borrower stopped making payments. There is no verified complaint of injury to the bank; thereby the strict foreclosure procedure has the result of the court, imposing injury to an amount certain. If a proper record (by affidavit) of refusing to accept the non-verified complaint and proceedings and their reasons are not controverted with evidence (by affidavit) then a record is made that the claims in the non-verified complaint are irrebuttable presumptions. Bailey v. Alabama, 219 U.S. 2193. Absent of a verified complaint of a damaged party, Thus, having repaid the principle of the original loan, can not be held to peonage for the satisfaction of an imperfect obligation. checks, drafts, money orders, and bank notes are not lawful money of the United States ..." State v. Neilon, 73 Pac 324, 43 Ore 168.

66) "The word 'money' in its usual and ordinary acceptation means gold, silver, or paper money used as a circulating medium of exchange . . ." Lane v. Railey 280 Ky 319, 133 SW 2d 75."A promise to pay cannot, by argument, however ingenious, be made the equivalent of actual payment ..." Christensen v. Beebe, 91 P 133, 32 Utah 406.

Law of the Flag:

67) Man is created in the image of Yahuah - , the one true God Anglicized Jehovah in the Holy Scriptures, and to reduce a man to chattel against the national debt is an affront to Yahowah- and the Messianic advent of Yahoshuah-. Be it hereby known that the competent common law is prior to 1938 and 1842 – the period between Common law counterclaim in Admiralty. 21 of 39

Swift v. Tyson and Erie Railroad Co. v. Tompkins. Protected by the saving to suitors clause of 1789 the state law applied to this diversity issue is modeled by the Holy Scriptures and found in the Fundamental Orders of 1639. With respect to Yahowah's אֱלֹהִים grace demonstrated by the Messianic advent of Yahoshuah-יְהוֹשֻׁעַ: Exodus 13:16 And it shall be for a token upon thine hand, and for front lets between thine eyes: for by strength of hand Yahowah - אֱלֹהִים brought us forth out of Egypt.

68) Genesis 1:27 So Elohiym created man in his [own] image, in the image of Elohiym created he him; male and female created he them. "...to maintain and preserve the liberty and purity of the Gospel of our Lord Jesus which we now profess, as also, the discipline of the Churches..."

69) The 4th day of the 4th month, called June, 1639, all the free planters assembled together in a general meeting, to consult about settling civil government according to GOD, and about the nomination of persons that may be found by consent of all fittest in all respects for the foundation work of a Church which was intended to be gathered in Quinipieck. After solemn invocation of the name of GOD in prayer, for the presence and help of his spirit and grace in these weighty businesses, they were reminded of the business whereabouts they met.

70) Quaere 1. Whether the Scriptures does hold fourth a perfect rule for the direction and government of all men in all duties which they are to perform to GOD and men as well in the government of families and commonwealths as in matters of the Church

71) This was assented to by all, no man dissenting, as well expressed by holding up of hands. Afterword's it was read over to them, that they might see in what words their vote was

expressed: They again expressed their consent thereto, by holding up their hands, no man dissenting.

72) Here quoted from the capital laws: 1. idolatry (Deut 13.6–17.2 – Exodus 22.20) 2. witchcraft (Exodus 22.18 – Leviticus 20.27 – Deut. 18.10,11) 3. blasphemy (Leviticus 24.15,16) 4. murder by violence (Exodus 21.12,13,14 – Numbers 35.30,31) 5. murder by guile (i.e. poisoning) (Exodus 21.14) 6. bestiality (Leviticus 20.15,16) 7. homosexuality (Leviticus 20.13) 8. adultery (Leviticus 20.10 and 18.20 – Deut. 22.23,24) 9. rape (Deut. 22.25) 10. kidnap (Exodus 21.16) 11. perjury (Deut. 19.16,18,19) 12. treason against the commonwealth 13. striking or cursing a parent (Exodus 21.17- Leviticus 20.9 – Exodus 21.15) 14. a parent shall turn in a criminal child (Deut. 21.20,21) general discretionary power is retained by the general court to prosecute any other harmful behaviour against individuals, family and community, church or commonwealth.

73) The federal as well as the state court will administer admiralty law and the district court acquires jurisdiction through Article III, Clause 2 of the Constitution of the United States of America and the subsequent Judiciary Act of September 24, 1789 and thus the federal question is established evoking Title 28 §1333. The common law of the state and the custodial responsibility of the district court is easily established:

74) **§61.** “When any Territory is admitted as a State, and a district court is established therein, all the records of the proceedings in the several cases pending in the highest court of said Territory at the time of such admission, and all records of the proceedings in the several cases in which judgments or decrees had rendered in said territorial court before that time, and from which writs of error could have been sued out or appeals could have been taken and

prosecuted to the Supreme Court or to the circuit court of appeals, shall be transferred to and deposited in the district court for the said States.” Process of admission of a State into the Union of several States is verified in §§61-64 the act of March 3, 1911, ch. 231, 36 Stat. 1104.

75) This cause is simple remand into the asylum state where proper protection is provided by absolute confidence in the civil protection offered by contract commonly known by New Covenant. “...Whether the law of the State shall be declared by its Legislature in a statute or by its highest court in a decision is not a matter of federal concern.” The Constitution of the United States of America, Revised and Annotated – Analysis and Interpretation – 1982; Article III, §, Cl. 1 Diversity of Citizenship, U.S. Government Printing Office document 99-16, p. 782 and as collateral to the 10 Amendment and Erie Railroad Co. v. Tompkins 304 U.S. 64 (1938). The United States of America and the United States federal government cannot possibly condone the unlawful extradition of a man on the land into the corporate fiction without contract, accord, consent, or international treaty:

76) Establishment of a professional, impartial, and compulsory dispute-settlement mechanism is necessary to insure that the oceans will be governed by the rule of law rather than the rule of force... This [lack of mechanism] cannot but escalate into economic warfare, endanger the freedom of navigation, and ultimately lead to tests of strength and military confrontations.

77) America would not be true to itself, or to its moral heritage, if it accepted a world in which might makes right – where power alone decides the clash of interests with the respondents. And from a practical standpoint, no one recognizes more clearly than American industry that investment, access, and profit can best be protected in an established and

predictable environment. Secretary of State Henry Kissinger; The Law of the Sea: A Test of International Cooperation. Department of State Bulletin, Vol. LXXXIV, No. 1922, April 26, 1976 as continued proceedings of the seventh special session of the United Nations General Assembly in September of 1975 on global issues of economic development.

Cause of action

78) Petitioner, :Michael-Guy:of the MALLONEE, Estate, Living Man. has been remiss to disclose the remedy to the inherent presumption that people being "paid" are private reserve banks being paid in private credit notes from the Federal Reserve banks. This fraud by omission, the remedy to the Fed Act not being disclosed clearly has caused Petitioner to be handling and transacting business most of his life in false balances with attached usury. This counterclaim action is preemptive to assure no debt action in assumpsit will be active against Petitioner for the remainder of his life in order to live a more pleasing life to אִי אֵל -

Yahowah in accord to doctrine like Proverbs 11:1 - A false balance is an abomination to אִי אֵל - Yahowah, but a just weight is His delight.

79) The presumption Petitioner is a Fed bank and involved with private credit thereof is erroneous and based upon endorsements of private credit from the Federal Reserve that have never been made in good faith nor the commercial securitization of his home.

80) Petitioner has been expressly demanding lawful money according to the remedy in the Fed Act as demonstrated in this filing fee of \$350 Stamped Redeemed in Lawful Money Attached to this complaint last page and by way of affidavit.

81) The subjection to Special Drawing Rights (Paper Gold) is one thing but presuming

endorsement of fractional lending practised outside the scope of lawful money is unlawful and such presumption is defeated by law herein, nunc pro tunc. See Title 12 U.S.C. §411; Petitioner is and always would have exercised right to handle lawful money had the option ever been presented in good faith.

82) The Respondents subject presentments typically utilized for making a first lien and Secured interest of the are a attempt to collect revenue and create by mortgage back security's on wall street and Petitioner as a constructive trust surety without knowledge or consent, the Treasury claim are regular enough but Petitioner wishes to invoke judicial review "any other provision of law" and nullify any justification for any further such theft action - manifest in actual or threatened kidnap or identity theft or in land seizure of his home.

83) The presentment(s) upon which past debt action in assumpsit - theft has been based are being and have been refused for cause timely (considering preparation of proper remedy) and the red ink original refusals for cause, all presentments of the respondent's read as follows: refused for fraudulent cause and signed. Has been returned to Respondent in Their copy of the counterclaim and summons. All other copies and the original counterclaim filed with the court have black ink (copy) refusals for cause on the presentment(s).

Notice regarding address

84) Due to sanctification of the confederacy, the corporate United States, Petitioner does not identify with residential address Non-assumpsit/TDC: 23605 7th Avenue West, Bothell, Washington DMM Reg. Sec.122.32; Public Law 91-375, Sec.403. Petitioner address is Petitioner For convenience mail may be sent to Petitioner, .The supplemental rules for certain maritime and admiralty claims traditionally recognize parties as vessels and Petitioner is

dedicated and flies the seal of אֱלֹהֵינוּ - Yahuah, Exodus 13:16, being first fruit unto Him and Him alone.

Stipulation of acceptable answer

85) The issue is simple. Agents of a foreign principal are required to file their complaint in the appropriate district court prior to exercising any claim against a man on the land. This is international and common law. Respondent's must directly address the validity of the (telephone) certificate of search that clearly shows there have been no claims filed against "Petitioner" or any pseudonym through which Petitioner may be engaged in contract. Clerk of the court has the authorized obfuscated remedy by denying proper certificates so Respondent and anyone else for that matter can easily research case history against Petitioner or any legal name. Respondent's may call 206-370-8400 U.S. Courthouse 700 Stewart Street Suite 2310 Seattle, WA 98101.Chief deputy clerks office. to conduct searches and of course the Article III judge can research cases in chambers. It is however reasonable to say that if Respondent is moving on a valid claim and judgement in the district court then Respondents knows what case that is, Certificates of searches Attached as Exhibit F.

86) Agents for the State of Washington are not a party in interest to this action. Any registered attorney responding for respondents cannot be a citizen of the United States due to the de jure Thirteenth Amendment of the Constitution. (See Exhibit B).

87) A certified copy is attached and fully incorporated into this counterclaim. (The federal judge assigned this case is competent to adjudicate under Article III due to "inactive" status with the Washington State Supreme Court attorney register.) Addressing the certificate of search is the only response that will be considered an answer to this counterclaim. Failure to
Common law counterclaim in Admiralty. 27 of 39

answer will be met with default judgement for Petitioner according to the notice on the face of the summons.

Stipulation of remedy

88) The recourse sought is immediate exclusive original cognisance of the United States through the district court. This case is repository for evidence for injunctive relief from any future presentments and theft or kidnap actions from any foreign agents or principals. Petitioner's may use this evidence repository for any future refusals for cause as well. Though the theft/kidnap could be justified by notice and sophistry under the colour of law of municipal structure, the proceedings have obviously been under the pretended authority of unconscionable contract and the recourse requested is proper. There is no excuse for the arbitrary and capricious attorney actions – Commercial Charges in the nature of **debt action in assumpsit** - that have confronted good men and women since the Banker's Holiday.

89) Roosevelt implemented a "voluntary compliance" national debt (upon the States by Governor's Convention) but utilized the 1917 Trading with the Enemy Act to compel citizens of the United States to comply. The substitution of citizen of the United States for the German nationals on this land was against *Stoehr v. Wallace*, 255 U.S. 239 (1921) where the Court clearly expresses "The Trading with the Enemy Act, originally and as amended, is strictly a war measure..." - directly citing the Constitution Article I, §8, clause 11. The war on the Great Depression 1) does not count and 2) would only last the duration of the emergency if it did. Petitioners Saith Naught.

NOTARY PUBLIC'S JURAT

BEFORE ME, a Notary Public, in and for said State of Washington, the above named natural person did appear and is personally known by me, and who, upon first being duly sworn and/or affirmed, deposes and says that the foregoing asseveration is true to the best of their knowledge and belief. affirmed before me and signed in my presence this day of June 11 2012.

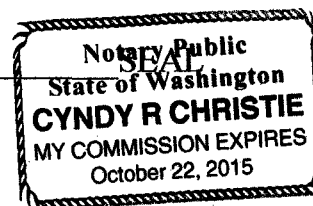
WITNESS my hand and official seal.

/s/

Notary Public

My Commission Expires On: 10.22.2015

Cyndy R Christie



The use of a Notary Witness for attestation purposes does not convey jurisdiction to any foreign fictional entity, or change my character or standing in Law.

DECLARATION UNDER PENALTY OF PERJURY

We, declare under the penalties of perjury that all statements are true correct and complete in the foregoing to the best of our knowledge and belief

Michael-Guy MALLONEE

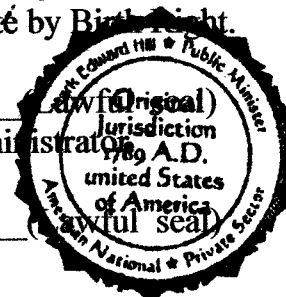
(Lawful seal)

:Michael-Guy:of the MALLONEE, Estate, Living Man.

Sole Equitable Holder of the legal Trust Estate by Birth Right.

Mark-Edward

Grantee:Mark-Edward:, Duly Authorize Administrator



(Witness)

Presentments will be treated as described by the following example of clerk instruction:

:Michael-Guy:of the MALLONEE, Estate, Living Man.
Sole Equitable Holder of the legal Trust Estate by Birth Right.
:Mark-Edward:Hill, Duly Authorize Administrator.
of the legal Trust Estate. Private Minister of Justice.
Original jurisdiction Non-assumpsit/TDC:
23605 7th Avenue West, Bothell, Washington
DMM Reg. Sec.122.32; Public Law 91-375, Sec.403
(425) 761-3560, De Jure American National's of Israel.

To: United States District Court Western District of Washington at Seattle.
Dear clerk; William M. McCool, or Deputy.

Please file this refusal for cause in the case jacket of Article III case

No. _____ This is evidence if this presenter claims I have obligations to perform or makes false claims against me in the future. A copy of this instruction has been sent with the original refusal for cause back to the presenter in a timely fashion.

My lawful seal below expresses that I have Hand delivered a copy of the presentment, refused for cause with the original clerk instruction to the district court and the original presentment, refused for cause in red ink and a copy of this clerk instruction has been served by hand as indicated back to the presenter within a reasonable amount of time of presentment. See additional Certificate of Service performance attached

CERTIFICATE OF SERVICE

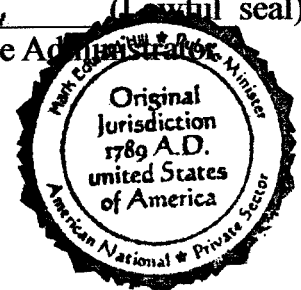
I, HEREBY CERTIFY that a true and correct, complete of the foregoing, was duly served by hand by US Certified Mail Return Receipt to all of the respondents Herein. See list Page .

DATED: Bothell, Washington 06/¹²~~11~~/2012

06/¹²~~11~~/2012. Michael - Guy (Lawful seal)

:Michael-Guy:of the MALLONEE, Estate, Living Man.
Sole Equitable Holder of the legal Trust Estate by Birth Right.

Mark-Edward (Lawful seal)
Grantee:Mark-Edward:, Duly Authorize Administrator



Constructive Notice

1) Respondent, and all principals and agents are hereby properly notified. There is no governmental immunity to cover "law enforcement officers" who choose to interfere with our rights to the land and violators will be arrested by the U.S. Marshal according to Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims. Respondent and all principals and agents are left with their remedy:

2) **COURTS OF THE UNITED STATES ... 136.** When a seizure has been voluntarily abandoned, it loses its validity, and no jurisdiction attaches to any court, unless there be a new seizure. 10 Wheat. 325; 1 Mason, 361. First Judiciary Act, September 24, 1789. Bouvier's Law Dictionary 1856.

3) Upon offence by hostile presentment after the inevitable default by Respondent (including all agents, principals and any and all offensive presentments), after fair notice by refusal for cause like the above clerk instruction a certificate of exigent circumstances will be issued pursuant to Rule C(3)(a)(ii)(B) Arrest Warrant and the clerk will immediately issue an arrest warrant for Respondent or any named agent or principal to be taken into custody for the violations of law. Presentments of any kind from Respondent or any agent acting for the bankruptcy of the United States through the District may be considered hostile threat of seizure.

Stipulation regarding character and residential address

4) The use of a residential address is by right. All 'privileges' associated with postal delivery are compensated, usually prepaid in honestly redeemed U.S. lawful money. Petitioner is not Pro Se and is not representing himself. The clerk shall not change the name of this suit on the docket from the name on the filing fee receipt. Petitioner retains the unalienable right to

hold the district court clerk to the obligations to perform of file clerk for the United States working in the United States Courthouse. This includes the expectation that if and when this cause reaches default judgement against Respondent, the default judgement will be filed in full cognisance of the United States and will appear on the docket as "Default judgement for the plaintiff." Petitioner is authorized by fidelity bond to file default judgement in lieu of district court action. Any such judgement will stand on the truth for validity. Any character assassination will activate Instrumentality Rule and pierce the corporate veil of the United States and all agencies. Usage of residential address is non-assumpsit and changes Petitioner's character not in the least:

5) The privilege against self-incrimination is neither accorded to the passive resistant, nor the person who is ignorant of his rights, nor to one indifferent thereto. It is a fighting clause. Its benefits can be retained only by sustained combat. **It cannot be claimed by attorney or solicitor.** It is valid only when insisted upon by a belligerent claimant in person. Quote from federal judge Lee in United States v. Johnson et al. No. 11400, Middle District of Pennsylvania, 76 R. Supp. 538; 1947 U.S. Dist. LEXIS 3057, February 26, 1947. emphasis added.

6) The highlighted bold sentence in the above quote admonishes against any clerk action that falsely brands Petitioner Pro Se - to imply that Petitioner is representing himself before the district court. Petitioner is responsible asylum state visiting his judiciary under Rule E(8). If an Article I (active attorney) "judge" is assigned this case or the Article III judge chooses to protect the fiduciary interests of the Bank and Fund or Washington State or Actors, to act as an attorney under Article I, maintain silence. The cash filing fee is fully paid in public

money and not in private credit (US notes in the form of Federal Reserve notes). The funds were redeemed lawful money according to the US Supreme Court's interpretation of the Congress' definition from **US v Rickman; 638 F.2d 182.**

7) In the exercise of that power Congress has declared that Federal Reserve Notes are legal tender and are redeemable in lawful money. And, **US v Ware; 608 F.2d 400.**

8) United States notes shall be lawful money, and a legal tender in payment of all debts, public and private, within the United States, except for duties on imports and interest on the public debt.

9) Any presumptions made about the funds for this filing fee are that Petitioner has already exercised entitlement to redeem any Federal Reserve Bank notes tendered as legal tender for all debts public and private. Furthermore any and all funds discussed have been in redemption of Federal Reserve Bank notes, not endorsement thereof:

10) "BANKRUPTCY. The state or condition of a bankrupt. 2. Bankrupt laws are an encroachment upon the common law. The first in England was ..." Bouvier's Law Dictionary 1856.

11) All testimony will be without immunity - **piercing the corporate veil and Instrumentality Rule.** Petitioners are men with אֱלֹהִים-Yahuah given unalienable rights, one living and regenerate entity of sound mind and body. For some realistic perspective the Credit River Money Decision is attached and fully incorporated into this counterclaim. Respondents are clearly the debtor and Petitioner is clearly creditor.

Further Notice No magistrates

12) No one may handle this case but an Article III judge. The nature of this cause is Common law counterclaim in Admiralty. 33 of 39

injunctive relief, albeit preemptive. Title 28 U.S.C. §636(b)(1)(A) cannot ensue, "...except a motion for injunctive relief..."

13) Attachments fully incorporated: **Evidence file goes as Follows:** Exhibit A, Credit River Money Decision filed into this case is ***Prima Facie*** and registered herein as a foreign Judgements to show No lawful Money and no lawful consideration.

14) Exhibit B, Original 13th Amendment resisted in the city and county of Denver State filed into this case is ***Prima Facie*** and registered herein as a foreign Judgements to show No involuntary servitude or title of nobility.

15) Exhibit C, Certified copy of Title 12 U.S.C. § 411 - Issuance to reserve banks; nature of obligation; redemption filed into this case is ***Prima Facie*** and registered herein as a foreign Judgements to show Right of redemption and demand for lawful Money.

16) Exhibit D, copy of HOUSE BILL 2731 State of Washington 62nd Legislature 2012 Regular Session Issuance to reserve banks; nature of obligation; redemption filed into this case is ***Prima Facie*** and registered herein as a foreign Judgements to show Right of redemption and demand for lawful Money.

17) Exhibit E, Affidavit of Lawful Money filed into this case is ***Prima Facie*** and registered herein as a foreign Judgements to show Right of Redemption and demand for lawful Money. \$350 lawful payment of Court case.

18) Exhibit F, Copy of US District clerk William M. McCool Certificate of search, and UCC-11R Washington State Department of Licensing Debtor Information Search Report by Alan Haight Director shows agents of foreign principal failed to show any evidence of a secured or perfected lien or proper place of filing any lien or claim this case is ***Prima Facie***

Evidence of failure to follow This fact of protocol - filing a claim in district court according to international law - is beyond dispute and extends into antiquity:

19) Exhibit G, Refused for Fraudulent Cause Mortgage is Ultra Vires, void from its inception, Snohomish County Recorders document Instrument Numbers 200612080744 dated 12/08/2006 DEED OF TRUST Grantor MALLONEE MICHAEL, Grantee FIRST MAGNUS FINANCIAL CORPORATION, Lot 1 ALL VIEW HEIGHTS 300377000000100. (whom filed bankruptcy August 21, 2007, and closed its doors November 23, 2007 and Mortgage-Backed Trusts, Closed Before 2008 *Prima Facie* Evidence of failure to follow this fact of protocol - filing a claim in district court according to international law - is beyond dispute and extends into antiquity:

20) Exhibit H, Refused for Fraudulent Cause Mortgage is Ultra Vires, void from its inception, Snohomish County Recorders document Instrument Numbers 200612080745 dated 12/08/2006 DEED OF TRUST Grantor MALLONEE MICHAEL, Grantee FIRST MAGNUS FINANCIAL CORPORATION, Lot 1 ALL VIEW HEIGHTS 300377000000100. (whom filed bankruptcy August 21, 2007, and closed its doors November 23, 2007 and Mortgage-Backed Trusts, Closed Before 2008 *Prima Facie* Evidence of failure to follow this fact of protocol - filing a claim in district court according to international law - is beyond dispute and extends into antiquity:

21) Exhibit I, Refused for Fraudulent Cause Mortgage is Ultra Vires, void from its inception, Snohomish County Recorders document Instrument Numbers 201005210515 dated 05/21/2010, ASSIGNMENT OF DEED OF TRUST Grantor MALLONEE MICHAEL, Grantee AURORA LOAN SERVICES, NO LEGAL DISCRIPTION OF Lot 1 ALL VIEW

HEIGHTS 300377000000100. ***Prima Facie*** Evidence of Robo signer THEODORE SHCULTS, MERS VP. See Memorandum.

22) Exhibit J, Refused for Fraudulent Cause Mortgage is Ultra Vires, void from its inception, Snohomish County Recorders document Instrument Numbers 201006150378 dated 06/15/2010, NOTICE OF TRUTESS SALE Grantor CAL-WESTERN RECONVEYANCE CORPORATION OF WASHINGTON, Grantee MALLONEE MICHAEL, Lot 1 ALL VIEW HEIGHTS 300377000000100. ***Prima Facie*** Evidence of Robo signer Susan Smothers, AVP.

23) Exhibit K, Refused for Fraudulent Cause Mortgage is Ultra Vires, void from its inception, Snohomish County Recorders document Instrument Numbers 201102040036 dated 02/04/2011, DEEDS (EXCEPT QCDS) Grantor MALLONEE MICHAEL, Grantee AURORA LOAN SERVICES Lot 1 ALL VIEW HEIGHTS 300377000000100. ***Prima Facie*** Evidence of Robo signer's Yvonne J. Wheeler and Rosalyn Hall.

24) Exhibit L, Refused for Fraudulent Cause Mortgage is Ultra Vires, void from its inception, On 09/23/2011 8:57 am Snohomish County Recorders document Instrument Number 201109230086, by Vilma Castro ***Prima Facie*** (Robo Signer) vice president for MERS, and employee of Nationwide Title Clearing, Pinellas County Florida, the document CORPORATE ASSIGNMENT OF DEED OF TRUST was sold to U.S. BANK NATIONAL ASSOCIATION, TRUSTEE, HOME EQUITY LOAN PASS-THOUGH TRUST CERTIFICATES SERIES 2007-HSA2. Any apparent sale based on Robo Signed documents is void – without any legal effect

25) Exhibit M, Refused for Fraudulent Cause Mortgage is Ultra Vires, void from its inception, The Respondent State of Washington Department of Revenue Snohomish County Common law counterclaim in Admiralty. 36 of 39

Recorders document Instrument Numbers 201008207054 dated 08/20/2010, is refused for fraudulent cause and null and void, any document in relation to this sale is terminated.

26) Exhibit N, Refused for Fraudulent Cause Mortgage is Ultra Vires, void from its inception, The WARNING NOTICE Snohomish County sheriff office John Lovick, Deputy Murphy #1439 and Coldwell Banker Bain, Barry Tharp, No Court Case of Record Found, No Writ of eviction, No order by Superior Court Signed by a judge. Additional Fraudulent Documentary Evidence.

27) Exhibit O, Refused for Fraudulent Cause Mortgage is Ultra Vires, void from its inception, Additional Fraudulent Documentary Evidence. BOGUS Claims of Abandonment, by James K. Miersma, (sic) anaya L. Carter, (sic) Lauren Davidson Humphrey s, (sic) Valerie I Holder, (sic) ROUTH CRABTREE OLSEN, P.S. (sic). AFTER the non judicial foreclosure, is the eviction of the rightful owners afterwards. While the foreclosures are non-judicial, evictions afterwards still are conducted in court, once these documents make it into court, the bank officers and lawyers become guilty of FELONIES:

28) Exhibit P, AFFIDAVIT OF EVIDENCE filed into bankruptcy Court case # 12-11516-KOA, Mortgage is Ultra Vires, void from its inception, James K. Miersma, (sic) ROUTH CRABTREE OLSEN, P.S. (sic). Representing AURORA LOAN SERVICES, LLC, in a fraudulent deed of trust to remove the automatic stay, So they could proceed in state court eviction process, evidence of felony acts. Exhibits (1)(2)(3)(4). Attached.

29) Exhibit Q, AFFIDAVIT OF EVIDENCE filed into Bankruptcy Court case # 12-11516-KOA, Mortgage is Ultra Vires, void from its inception, James K. Miersma, (sic) ROUTH CRABTREE OLSEN, P.S. (sic). Representing AURORA LOAN SERVICES, LLC, in Common law counterclaim in Admiralty. 37 of 39

a fraudulent deed of trust to remove the automatic stay, So they could proceed in state court eviction process, evidence of felony acts. Exhibits Notice to court 5 pages. Judaical Notice 2 pages, Affidavit with memorandum 7 pages, California State Notary hand book, evidence that deed is not valid and fraudulent. 48 pages. Was served to James K. Miersma, (sic) ROUTH CRABTREE OLSEN, P.S. (sic).

30) Exhibit R, is a truth and lending disclosure statements in box three the amount of credit provided to you or on your behalf, No lawful consideration, there was no loan. There was nothing borrowed, the depositor created the credit.

NOTARY PUBLIC'S JURAT

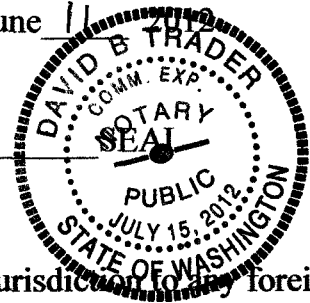
BEFORE ME, a Notary Public, in and for said State of Washington, the above named natural person did appear and is personally known by me, and who, upon first being duly sworn and/or affirmed, deposes and says that the foregoing asseveration is true to the best of their knowledge and belief. affirmed before me and signed in my presence this day of June 11, 2012.

WITNESS my hand and official seal.

/s/ *David B. Trader*

Notary Public

My Commission Expires On: June 11, 2012



The use of a Notary Witness for attestation purposes does not convey jurisdiction to any foreign fictional entity, or change my character or standing in Law.

DECLARATION UNDER PENALTY OF PERJURY

We, declare under the penalties of perjury that all statements are true correct and complete in the foregoing to the best of our knowledge and belief

Michael Guy Mollonee

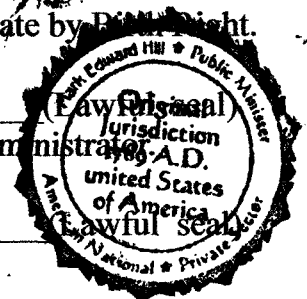
(Lawful seal)

:Michael-Guy:of the MALLONEE, Estate, Living Man.

Sole Equitable Holder of the legal Trust Estate by Right.

Mark-Edward

Grantee:Mark-Edward:, Duly Authorize Administrator



(Witness)

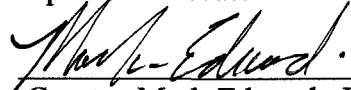
- 1) Yvonne J. Wheeler 2379 Park woods Way Oak dale CA, 95361 Certified Mail Return Receipt #7008 3230 0001 6663 2450 and Rosalyn Hall 1555 8th Ave No. 20 San Diego CA 92101 Certified Mail Return Receipt # 7008 3230 0001 6663 2467 and/or her successor, individually, and in her official capacity as A.V.P. For CAL-WESTERN RECONVEYANCE CORPORATION OF WASHINGTON. Telephone: 800.546.1531. 525 East Main Street El Cajon, CA 92020. Certified Mail Return Receipt # 7008 3230 0001 6663 2382.
- 2) ROUTH CRABTREE OLSEN, P.S. 13555 SE 36th st Suite 300 Bellevue WA 98006. AURORA LOAN SERVICES, LLC, James K. Miersma and Janaya L. Carter, Lauren Davidson Humphreys, Valerie I Holder, and/or her successor, individually, and in their official capacity in Certified Mail Return Receipt # 7008 3230 0001 6663 2399.
- 3) U.S. BANK NATIONAL ASSOCIATION, TRUSTEE, HOME EQUITY LOAN PASS-THROUGH TRUST CERTIFICATES SERIES 2007-HSA2. Phone # 720-241-7200, Suit 300, 8742 Lucent Blvd Highlands Ranch, CO, 80129. Certified Mail Return Receipt # 7008 3230 0001 6663 2405.
- 4) R.K ARNOLD, VILMA CASTRO, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. P.O. Box 2026, Flint, MI 48501-2026. Certified Mail Return Receipt # 7008 3230 0001 6663 2412.
- 5) SNOHOMISH COUNTY SHERIFF OFFICE, JOHN LOVICK, DEPUTY MURPHY #1439. Phone # 425-388-3522. 3000 Rockefeller Ave M/S #606 Everett, WA 98201. Certified Mail Return Receipt # 7008 3230 0001 6663 2429.
- 6) COLDWELL BANKER BAIN, BARRY THARP. Direct: 425-771-0120. 4100 194th St SE #135. Lynnwood , WA 98036, Certified Mail Return Receipt # 7008 3230 0001 6663 2436.
- 7) STATE OF WASHINGTON & Subsidiarity Agency's & Alleged, Grantor's, Grantees & Beneficiary's 1-100. ALL an ens legis being used to conceal fraud, Attention Christen Gregoire, 416 Sid Snyder Ave SW, Suite 200. PO Box 40002. Olympia, WA 98504. Certified Mail Return Receipt # 7008 3230 0001 6663 2443.

CERTIFICATE OF SERVICE

I, HEREBY CERTIFY that a true and correct, complete of the foregoing, was duly served by hand by :Mark-Edward:To; Deputy clerk of the UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT SEATTLE and party's listed above by US MAIL. Certified Mail Return Receipt

DATED: Bothell, Washington 06/11/2012 ¹²  (Lawful seal)

:Michael-Guy: MALLONEE: Living Man. Grantor Sole Equitable Executor of the legal Trust Estate by Birth Right.

 (Lawful seal)
Grantee:Mark-Edward:, Duly Authorize Administrator

